

EXHIBIT 1

**Service of Process Transmittal Summary**

TO: Legal Department, Owner
The Men's Wearhouse
5601 ARNOLD RD STE 200
DUBLIN, CA 94568-7724

RE: Process Served in California

FOR: Tailored Shared Services, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: MELISSA MARSHALL, individually, and on behalf of other members of the general public similarly situated // To: Tailored Shared Services, LLC

CASE #: 24STCV07672

NATURE OF ACTION: Employee Litigation - Discrimination

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 03/27/2024 at 12:25

JURISDICTION SERVED: California

ACTION ITEMS: CT will retain the current log

Image SOP

Email Notification, Legal Department LegalDept@tmw.com

Email Notification, Irene Guzman irene.guzman@tailoredbrands.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-401-8252
LargeCorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Wed, Mar 27, 2024
Server Name: Jimmy Lizama

Entity Served	TAILORED SHARED SERVICES, LLC
Case Number	24STCV07672
Jurisdiction	CA

Inserts		



SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TAILORED SHARED SERVICES, LLC, a limited liability company,
Additional Parties Attachment form is attached

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MELISSA MARSHALL, individually, and on behalf of other members
of the general public similarly situated

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/26/2024 1:37 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta.

Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles: Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

24STCV07672

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Camron Dowlatshahi; 333 South Hope Street, 40th Floor, Los Angeles, CA 90071; (213) 628-3856

DATE:
(Fecha) 03/26/2024

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) J. Nunez (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): TAILORED SHARED SERVICES, LLC, a limited liability company
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): Corp. Code 17701.16, Limited Liability Company
4. ☐ by personal delivery on (date):

[SEAL]



SUM-200(A)

SHORT TITLE: Marshall v. Tailored Shared Services, LLC, et al.	CASE NUMBER: 24STCV07672
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
→ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

THE MEN'S WEARHOUSE, LLC, a limited liability company, and DOES 1 through 10, inclusive

Page _____ of _____

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): #22 Mills Sadat Dowlat LLP Arash Sadat (SBN 279282); Brigitte Mills (SBN 28198) Camron Dowlatshahi (SBN 279282) 333 South Hope Street, 40th Floor, Los Angeles, CA 90071 TELEPHONE NO.: (213) 628-3856 FAX NO.: ATTORNEY FOR (Name): Melissa Marshall		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 3/26/2024 1:37 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Nunez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Marshall v. Tailored Shared Services, LLC, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 24STCV07672 JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Nine (9)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 26, 2024

Camron Dowlatshahi

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Marshall v. Tailored Shared Services, LLC, et al.	CASE NUMBER 24STCV07672
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Marshall v. Tailored Shared Services, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8	

SHORT TITLE Marshall v. Tailored Shared Services, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Marshall v. Tailored Shared Services, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE Marshall v. Tailored Shared Services, LLC, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 03/26/2024



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

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Superior Court of California,
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Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MELISSA MARSHALL, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

TAILORED SHARED SERVICES, LLC, a
limited liability company, THE MEN'S
WEARHOUSE, LLC, a limited liability
company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24STCV07672

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) Failure to Pay Minimum Wage for All Hours Worked (Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1)
- (2) Failure to Pay Overtime Compensation (Lab. Code §§ 1194 and 1198)
- (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)
- (4) Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)
- (5) Failure to Indemnify Necessary Business Expenses (Lab. Code §§ 2802)
- (6) Waiting Time Penalties (Lab. Code §§ 201-203)
- (7) Failure to Provide Accurate Wage Statements (Lab. Code § 226)
- (8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.)
- (9) Private Attorneys General Act (Labor Code §§ 2698, et seq.)

JURY TRIAL DEMANDED

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1 Plaintiff Melissa Marshall, individually, and on behalf of other members of the general
2 public similarly situated, by and through her undersigned counsel, brings this action against
3 Defendants Tailored Shared Services, LLC, The Men's Wearhouse, LLC, and Does 1 through 10,
4 inclusive, and alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action against Defendants Tailored Shared Services, LLC, The
7 Men's Wearhouse, LLC, and Does 1 through 10 (collectively referred to as "Defendants") for
8 California Labor Code violations and unfair business practices stemming from Defendants' failure
9 to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked
11 and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify
12 necessary business expenses and failure to furnish accurate wage statements.

13 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
14 action on behalf of herself and certain current and former employees of Defendants (hereinafter
15 collectively referred to as the "Class" or "Class Members" and defined more fully below). The
16 Class consists of Plaintiff and all other persons who have been employed by any Defendants in
17 California as an hourly-paid, non-exempt employee during the statute of limitations period
18 applicable to the claims pleaded here.

19 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
20 Private Attorneys General Act ("PAGA") to recover civil penalties that are owed to Plaintiff, the
21 State of California, and past and present employees of Defendants employed at any time within the
22 applicable statutory period (hereinafter referred to as the "Aggrieved Employees").

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles. As such, and based upon all
25 the facts and circumstances incident to Defendants' business in California, Defendants are subject
26 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"),
27 and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants maintained
2 a systematic, company-wide policy and practice of:

3 (a) Failing to pay employees for all hours worked, including all minimum wages, and
4 overtime wages in compliance with the California Labor Code and IWC Wage
5 Orders;

6 (b) Failing to provide employees with timely and duty-free meal periods in compliance
7 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
8 records of all meal periods taken or missed, and failing to pay an additional hour's
9 pay for each workday a meal period violation occurred;

10 (c) Failing to authorize and permit employees to take timely and duty-free rest periods
11 in compliance with the California Labor Code and IWC Wage Orders, and failing to
12 pay an additional hour's pay for each workday a rest period violation occurred;

13 (d) Willfully failing to pay employees all minimum wages, meal period premium
14 wages, and rest period premium wages due within the time period specified by
15 California law when employment terminates;

16 (e) Failing to maintain accurate records of the hours that employees worked; and

17 (f) Failing to provide employees with accurate, itemized wage statements containing
18 all the information required by the California Labor Code and IWC Wage Orders.

19 6. On information and belief, Defendants, and each of them were on actual and
20 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
21 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
22 willful and deliberate.

23 7. At all relevant times, Defendants were and are legally responsible for all of the
24 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
25 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
26 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
27 "respondeat superior".

28 **THE PARTIES**

1 **A. Plaintiff**

2 8. Plaintiff Melissa Marshall ("Plaintiff") is an individual residing in the County of
3 San Bernardino, California and has worked as a non-exempt tailor for Defendants from
4 approximately September 1995 through the present.

5 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
6 ~~plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*~~
7 ~~*American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.~~

8 **B. Defendants**

9 10. Plaintiff is informed and believe, and based upon that information and belief
10 alleges, that Defendant Tailored Shared Services, LLC ("TSS") is:

- 11 (a) a California corporation with its principal place of business in the County of
12 Alameda, California.
13 (b) A business entity conducting business in numerous counties throughout the State of
14 California, including in Los Angeles County;
15 (c) The current or former employer of Plaintiff and of the putative Class. Defendants
16 suffered and permitted Plaintiff and the Class to work, and/or controlled their
17 wages, hours, or working conditions; and
18 (d) At all times mentioned herein, Defendant is and was doing business as Tailored
19 Shared Services, LLC.

20 11. Plaintiff is informed and believe, and based upon that information and belief
21 alleges, that Defendant The Men's Wearhouse, LLC ("Men's Wearhouse") is:

- 22 (a) a California corporation with its principal place of business in the County of
23 Alameda, California.
24 (b) A business entity conducting business in numerous counties throughout the State of
25 California, including in Los Angeles County;
26 (c) The current or former employer of Plaintiff and of the putative Class. Defendants
27 suffered and permitted Plaintiff and the Class to work, and/or controlled their
28 wages, hours, or working conditions; and

1 (d) At all times mentioned herein, Defendant is and was doing business as The Men's
2 Wearhouse, LLC.

3 12. Plaintiff is unaware of the true names and capacities of the defendants sued as Does
4 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
5 amend this complaint to allege their true names and capacities when the same have been
6 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is
7 responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were
8 proximately caused by said defendants' conduct.

9 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
11 injured a significant number of the Plaintiff and the Class in the State of California.
12 Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant,
13 directly or indirectly, or through agents or other persons, employed Plaintiff and the other
14 employees described in the class definitions below, and exercised control over their wages, hours,
15 and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant
16 times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
17 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
18 interest of some or all of the other Defendants, and was engaged with some or all of the other
19 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
20 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
21 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
22 within the scope of the relationships alleged above, that each Defendant knew or should have
23 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
24 conduct of all other Defendants.

25 **VENUE AND JURISDICTION**

26 14. The wrongful conduct alleged against the Defendants occurred in the County of Los
27 Angeles, California. At all times relevant hereto, the conduct at issue was part of a continuous and
28 ongoing pattern of behavior.

1 15. This Court is the proper forum to adjudicate this action because the wrongful acts
2 that are the subject of this action occurred here, the Defendant now resides in its jurisdictional
3 area, and injury to person occurred in its jurisdictional area.

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 16. During the statutory period, Defendants classified Plaintiff as non-exempt from
6 California's overtime requirements, and paid Plaintiff an hourly wage.

7 17. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
8 worked (including minimum wages), failed to provide Plaintiff with uninterrupted meal periods,
9 failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to timely pay all
10 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
11 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
12 Defendants was typical and illustrative.

13 18. Throughout the statutory period, Defendants maintained a policy and practice of not
14 paying Plaintiff and the Class for all hours worked. Defendants failed to incorporate all
15 remuneration when calculating the correct rate of pay and meal and rest break premium rate of
16 pay, leading to underpayment to Plaintiff and the Class.

17 19. In maintaining a practice of not paying all wages owed, Defendants failed to
18 maintain accurate records of the hours Plaintiff and the Class worked.

19 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
20 and the Class with legally compliant meal periods. Defendants sometimes, but not always, required
21 Plaintiff and the Class to work in excess of five consecutive hours a day without providing timely
22 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or
23 without compensating Plaintiff and the Class for meal periods that were not provided by the end of
24 the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff
25 and the Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts
26 greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and
27 practice was to not provide meal periods to Plaintiff and the Class in compliance with California
28 law.

1 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants always
3 required Plaintiff and the Class to work in excess of four consecutive hours a day without
4 Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted,
5 rest period for every four hours of work (or major fraction of four hours), or without compensating
6 Plaintiff and the Class for rest periods that were not authorized or permitted. Defendants also did
7 not adequately inform Plaintiff and the Class of their right to take a rest period. Moreover,
8 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
9 Plaintiff and the Class, nor did Defendants have adequate policies or practices regarding the timing
10 of rest periods. Defendants also did not have adequate policies or practices to verify whether
11 Plaintiff and the Class were taking their required rest periods.

12 22. Further, Defendants did not maintain accurate records of employee work periods,
13 and therefore Defendants cannot demonstrate that Plaintiff and the Class took rest periods during
14 the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
15 and permit Plaintiff and the Class to take rest periods in compliance with California law.

16 23. Throughout the statutory period, Defendants willfully failed and refused to timely
17 pay Plaintiff and the Class during and at the conclusion of their employment all wages for all
18 minimum wages, meal period premium wages, and rest period premium wages.

19 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
20 with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
21 wages earned (including correct hours worked, correct wages earned for hours worked, correct
22 wages for meal periods that were not provided in accordance with California law, and correct
23 wages for rest periods that were not authorized and permitted to take in accordance with California
24 law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class
25 suffered injury because, among other things:

- 26 (a) the violations led them to believe that they were not entitled to be paid minimum
27 wages, overtime wages, meal period premium wages, and rest period premium
28 wages to which they were entitled, even though they were entitled;

- 1 (b) the violations led them to believe that they had been paid the minimum, meal period
2 premium, and rest period premium wages, even though they had not been;
- 3 (c) the violations led them to believe they were not entitled to be paid minimum, meal
4 period premium, and rest period premium wages at the correct California rate even
5 though they were;
- 6 (d) the violations led them to believe they had been paid minimum, overtime, meal
7 period premium, and rest period premium wages at the correct California rate even
8 though they had not been;
- 9 (e) the violations hindered them from determining the amounts of minimum, meal
10 period premium, and rest period premium owed to them;
- 11 (f) in connection with their employment before and during this action, and in
12 connection with prosecuting this action, the violations caused them to have to
13 perform mathematical computations to determine the amounts of wages owed to
14 them, computations they would not have to make if the wage statements contained
15 the required accurate information;
- 16 (g) by understating the wages truly due them, the violations caused them to lose
17 entitlement and/or accrual of the full amount of Social Security, disability,
18 unemployment, and other governmental benefits;
- 19 (h) the wage statements inaccurately understated the wages, hours, and wage rates to
20 which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid
21 less than the wages and wage rates to which they were entitled.

22 Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code § 226(e), including
23 actual damages.

24 **CLASS ACTION ALLEGATIONS**

25 25. Plaintiff brings certain claims individually, as well as on behalf of each and all other
26 persons similarly situated, and thus, seek class certification under California Code of Civil
27 Procedure § 382.
28

1 26. All claims alleged herein arise under California law for which Plaintiff seek relief
2 authorized by California law.

3 27. The proposed Class consists of and is defined as:

4 All persons who worked for any Defendant in California as a non-exempt employee at any
5 time during the period beginning four years before the filing of the initial complaint in this
6 action and ending when notice to the Class is sent.

7 28. At all material times, Plaintiff was a member of the Class.

8 29. Plaintiff undertakes this concerted activity to improve the wages and working
9 conditions of all Class Members.

10 30. There is a well-defined community of interest in the litigation and the Class is
11 readily ascertainable:

12 (a) Numerosity: The members of the Class (and each subclass, if any) are so that
13 joinder of all members would be unfeasible and impractical. The membership of the
14 entire Class is unknown to Plaintiff at this time, however, the Class is estimated to
15 be greater than 100 individuals and the identity of such membership is readily
16 ascertainable by inspection of Defendants' records.

17 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
18 interests of each Class Member with whom there is a shared, well-defined
19 community of interest, and Plaintiff's claims (or defenses, if any) are typical of all
20 Class Members' claims as demonstrated herein.

21 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined
23 community of interest and typicality of claims, as demonstrated herein. Plaintiff has
24 no conflicts with or interests antagonistic to any Class Member. Plaintiff's
25 attorneys, the proposed class counsel, are versed in the rules governing class action
26 discovery, certification, and settlement. Plaintiff has incurred, and throughout the
27 duration of this action, will continue to incur costs and attorneys' fees that have
28

1 been, are, and will be necessarily expended for the prosecution of this action for the
2 substantial benefit of each class member.

3 (d) Superiority: A Class Action is superior to other available methods for the fair and
4 efficient adjudication of the controversy, including consideration of:

- 5 1. The interests of the members of the Class in individually controlling the
6 prosecution or defense of separate actions;
- 7 2. The extent and nature of any litigation concerning the controversy already
8 commenced by or against members of the Class;
- 9 3. The desirability or undesirability of concentrating the litigation of the claims
10 in the particular forum; and
- 11 4. The difficulties likely to be encountered in the management of a class
12 action.

13 (e) Public Policy Considerations: The public policy of the State of California is to
14 resolve the California Labor Code claims of many employees through a class
15 action. Indeed, current employees are often afraid to assert their rights out of fear of
16 direct or indirect retaliation. Former employees are also fearful of bringing actions
17 because they believe their former employers might damage their future endeavors
18 through negative references and/or other means. Class actions provide the class
19 members who are not named in the complaint with a type of anonymity that allows
20 for the vindication of their rights at the same time as their privacy is protected.

21 31. There are common questions of law and fact as to the Class (and each subclass, if
22 any) that predominate over questions affecting only individual members, including without
23 limitation, whether, as alleged herein, Defendants have:

24 (a) Failed to pay Class Members for all hours worked, including minimum wages, and
25 overtime wages;

26 (b) Failed to provide meal periods and pay meal period premium wages to Class
27 Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;

(f) Failed to reimburse Class Members for all necessary business expenses; and

(g) Violated California Business & Professions Code §§ 17200 et. seq. as a result of their illegal conduct as described above.

32. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1. Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or

2. Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

33. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

first CAUSE OF ACTION

Failure to Pay Minimum Wage for All Hours Worked (Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1);

(Against All Defendants)

34. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

35. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

36. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions

1 of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which
2 require such compensation to non-exempt employees.

3 37. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
4 non-overtime hours worked for Defendants.

5 38. By and through the conduct described above, Plaintiff and the Class have been
6 ~~deprived of their rights to be paid wages earned by virtue of their employment with Defendants.~~

7 39. By virtue of the Defendants' unlawful failure to pay additional compensation to
8 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
9 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
10 and the Class, but which exceed the jurisdictional minimum of this Court, and which will be
11 ascertained according to proof at trial.

12 40. By failing to keep adequate time records required by Labor Code § 1174(d),
13 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
14 Plaintiff and the Class.

15 41. Pursuant to Labor Code section 1194.2, Plaintiff and the Class are entitled to
16 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

17 42. Labor Code section 204 requires employers to provide employees with all wages
18 due and payable twice a month. Throughout the statute of limitations period applicable to this
19 cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by
20 law, including minimum wages. However, during all such times, Defendants systematically failed
21 and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a
22 month.

23 43. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
24 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
25 218.5, 218.6, and 1194(a).

26 //

27 //

28 //

second CAUSE OF ACTION

Failure to Provide Overtime Compensation (Lab. Code §§ 510, 1194, 1198)

(Against All Defendants)

44. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

45. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

46. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

47. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

48. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

49. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

50. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

1 meal period shall be permitted only when the nature of the work prevents an
2 employee from being relieved of all duty and when by written agreement between
3 the parties an on-the-job paid meal period is agreed to. The written agreement shall
4 state that the employee may, in writing, revoke the agreement at any time. If an
5 employer fails to provide an employee a meal period in accordance with the
6 applicable provisions of this Order, the employer shall pay the employee one (1)
7 hour of pay at the employee's regular rate of compensation for each work day that
8 the meal period is not provided.

9 57. Labor Code section 226.7 prohibits any employer from requiring any employee to
10 work during any meal or rest period mandated by an applicable IWC wage order, and provides that
11 an employer that fails to provide an employee with a required rest break or meal period shall pay
12 that employee one additional hour of pay at the employee's regular rate of compensation for each
13 work day that the employer does not provide a compliant meal or rest period.

14 58. Defendants knowingly failed to provide Plaintiff and the Class with meal periods as
15 required by law. Defendants also failed to provide Plaintiff and the Class with any payment of
16 meal premiums. Plaintiff and the Class are entitled to be paid one hour of premium wages rate for
17 each workday he or she was not provided with all required meal break(s), plus interest thereon.

18 59. Plaintiff and the Class have therefore been damaged and are entitled to payment of
19 the meal period premiums as provided by law.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

22 (Against All Defendants)

23 60. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
24 fully herein.

25 61. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided,
26 in relevant part that:

27 Every employer shall authorize and permit all employees to take rest periods, which
28 insofar as practicable shall be in the middle of each work period. The authorized

1 rest period time shall be based on the total hours worked daily at the rate of ten (10)
2 minutes net rest time per four (4) hours or major fraction thereof. However, a rest
3 period need not be authorized for employees whose total daily work time is less
4 than three and one-half (3 ½) hours. Authorized rest period time shall be counted,
5 as hours worked, for which there shall be no deduction from wages. If an employer
6 fails to provide an employee a rest period in accordance with the applicable
7 provisions of this Order, the employer shall pay the employee one (1) hour of pay
8 at the employee's regular rate of compensation for each work day that the rest
9 period is not provided.

10 62. Labor Code section 226.7 prohibits any employer from requiring any employee to
11 work during any meal or rest period mandated by an applicable IWC wage order, and provides that
12 an employer that fails to provide an employee with a required rest break or meal period shall pay
13 that employee one additional hour of pay at the employee's regular rate of compensation for each
14 work day that the employer does not provide a compliant meal or rest period.

15 63. Defendants knowingly failed to provide Plaintiff and the Class with rest periods as
16 required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as
17 required by law. Defendants also failed to provide Plaintiff and the Class with any payment of rest
18 premiums. Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each
19 workday he or she was not provided with all required rest break(s), plus interest thereon.

20 64. Plaintiff and the Class have therefore been damaged and are entitled to payment of
21 the meal and rest period premiums as provided by law.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Indemnify Necessary Business Expenses (Lab. Code § 2802)**

24 (Against All Defendants)

25 65. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
26 fully herein.

27 66. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing
28 to pay and indemnify the Plaintiff and the Class for their necessary expenditures and losses

1 incurred in direct consequence of the discharge of their duties or of their obedience to directions of
2 Defendants.

3 67. As a result, Plaintiff and the Class were damaged at least in the amounts of the
4 expenses they paid, or which were deducted by Defendants from their wages.

5 68. Plaintiff and the Class they represent are entitled to attorney's fees, expenses, and
6 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
7 2802(b).

8 **SIXTH CAUSE OF ACTION**

9 **Waiting Time Penalties (Lab. Code §§ 201-203)**

10 (Against All Defendants)

11 69. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
12 fully herein.

13 70. Labor Code sections 201 and 202 require an employer to pay its employees all
14 wages due immediately upon discharge or within 72 hours of resignation. This requirement
15 applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully
16 fails to pay such wages, the employer must continue to pay the subject employee's wages until the
17 back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

18 71. Defendants willfully failed to pay Plaintiff and the Class their earned and unpaid
19 wages for 30 days from the time such wages should have been paid under the Labor Code.

20 72. As a result of Defendants' willful failure to pay owed wages upon separation from
21 employment, Plaintiff and the Class have been harmed and Defendants are liable for statutory
22 waiting time penalties pursuant to Labor Code section 203.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

25 (Against All Defendants)

26 73. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
27 fully herein.

1 74. Labor Code section 226, subdivision (a) requires employers to provide employees,
2 semi-monthly or at the time of each payment of wages, with a statement that accurately reflects
3 certain itemized information including total number of hours worked.

4 75. Defendants knowingly and intentionally failed to furnish Plaintiff and the Class
5 with timely and accurate wage statements that accurately reflected the total number of hours
6 worked and wages earned, as required by Labor Code section 226.

7 76. As a result of Defendants' failure to provide accurate itemized wage statements,
8 Plaintiff and the Class suffered actual damages and harm by being unable to determine the amount
9 of overtime worked each pay period in a timely manner, which prevented them from asserting their
10 rights under California law.

11 77. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
12 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a
13 result of having to bring this action to attempt to obtain correct wage information following
14 Defendants' refusal to comply with many of the mandates of the Labor Code and related laws and
15 regulations.

16 78. Plaintiff and the Class are entitled to recover from Defendants their actual damages
17 caused by Defendants' failure to comply with Labor Code § 226(a).

18 79. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
19 attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

22 (Against All Defendants)

23 80. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
24 fully herein.

25 81. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any
26 "unlawful, unfair, or fraudulent business act or practice." Defendants have engaged in unlawful
27 activity as follows:
28

- (a) Violations of Labor Code sections 510, 1194, 1198 for failure to pay minimum wages, including overtime wages;
- (b) Violations of Labor Code sections 226.7 and 512 for failure to provide meal periods and rest breaks;
- (c) Violations of Labor Code section 226 for failure to provide accurate wage statements;
- (d) Violation of Labor Code section 2802 for failure to indemnify necessary business expenses;
- (e) Violations of Labor Code sections 201-203 for failure to pay accrued wages upon separation of employment;

82. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

83. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

84. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

85. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to and does seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

1 86. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
2 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as
3 a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result
4 of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
5 and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable
6 harm unless the Defendants, and each of them, are restrained from continuing to engage in said
7 unfair, unlawful and/or fraudulent business practices.

8 87. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
9 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
10 withholdings.

11 88. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and
12 putative Class Members are entitled to restitution of the wages withheld and retained by
13 Defendants during a period that commences four years prior to the filing of this complaint; a
14 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
15 Members; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other
16 applicable laws; and an award of costs.

17 **NINTH CAUSE OF ACTION**

18 **Private Attorneys General Act (Labor Code §§ 2698, et seq.)**

19 (Against All Defendants)

20 89. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
21 fully herein.

22 90. At all times herein mentioned, Defendants were subject to the Labor Code of the
23 State of California and the applicable Industrial Welfare Commission Orders.

24 91. Labor Code § 2699(a) specifically provides for a private right of action to recover
25 penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
26 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
27 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
2 former employees pursuant to the procedures specified in Section 2699.3.”

3 92. Plaintiff has exhausted their administrative remedies pursuant to California Labor
4 Code § 2699.3. On March 22, 2024, Plaintiff gave written notice by online filing to the Labor and
5 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
6 the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved

7 employees, including the facts and theories to support the violations. (Attached as **Exhibit A**).
8 Plaintiff’s PAGA case number is LWDA-CM-1018170-24.

9 93. At the time of this filing, the Labor and Workforce Development Agency has not
10 indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice.
11 If it does so, Plaintiff will amend her complaint. Otherwise, Plaintiff may commence a civil action
12 to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
13 Code described in this Complaint. These penalties include, but are not limited to, penalties under
14 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

15 94. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
16 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
17 employing labor who willfully fails to maintain accurate and complete records required by
18 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
19 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
20 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.

21 95. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
22 keep total hours worked in the payroll period and applicable rates of pay.

23 96. During the time period of employment for Plaintiff and the Aggrieved Employees,
24 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
25 maintain accurate records showing meal periods, and accurate records showing when employees
26 begin and end each work period. Defendants’ failure to provide and maintain records required by
27 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
28 know, understand and question the accuracy and frequency of meal periods, and the accuracy of

1 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
2 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
3 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
4 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
5 of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
6 Defendants to fully perform its obligation under state law, all to their respective damage in

7 amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
8 Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
9 suffered an injury in that they were prevented from knowing, understanding, and disputing the
10 wage payments paid to them.

11 97. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
12 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
13 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
14 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
15 by law.

16 98. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
17 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any
18 action shall be entitled to an award of reasonable attorney's fees and costs."

19 **PRAYER FOR RELIEF**

20 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
21 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action under Code of Civil Procedure § 382;
24 2. That Plaintiff be appointed as the representatives of the Class; and
25 3. That counsel for Plaintiff be appointed as Class Counsel.

26 //

27 //

28 //

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For general unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
16. For unpaid meal period premium wages as may be appropriate;
17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

1 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
2 for costs of suit incurred herein; and

3 19. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Fourth Cause of Action

5 20. That the Court declare, adjudge and decree that Defendants violated Labor Code §§
6 226.7 and 512, and the IWC Wage Orders;

7 21. For unpaid rest period premium wages as may be appropriate;

8 22. For pre-judgment interest on any unpaid compensation commencing from the date
9 such amounts were due;

10 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
11 for costs of suit incurred herein; and

12 24. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Fifth Cause of Action

14 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
15 2802 the IWC Wage Orders;

16 26. For general unpaid wages and reimbursement of business expenses as may be
17 appropriate;

18 27. For pre-judgment interest on any unpaid compensation commencing from the date
19 such amounts were due;

20 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

21 29. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Sixth Cause of Action

23 30. That the Court declare, adjudge and decree that Defendants violated Labor Code §§
24 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
25 termination of the employment;

26 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;

28 32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

1 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

2 34. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Seventh Cause of Action

4 35. That the Court declare, adjudge and decree that Defendants violated the record
5 keeping provisions of Labor Code § 226(a) and applicable IWC Wage Orders, and
6 willfully failed to provide accurate itemized wage statements thereto;

7 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

8 37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code §
9 226(h);

10 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

11 39. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Eighth Cause of Action

13 40. That the Court declare, adjudge and decree that Defendants violated Business &
14 Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
15 (including minimum wages), failing to provide meal periods, failing to maintain
16 accurate records of meal periods, failing to authorize and permit rest periods, and
17 failing to maintain accurate records of all hours worked and meal periods, and failing
18 to furnish accurate wage statements;

19 41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
20 interest from the day such amounts were due and payable;

21 42. For the appointment of a receiver to receive, manage and distribute any and all funds
22 disgorged from Defendants and determined to have been wrongfully acquired by
23 Defendants as a result of violations of California Business & Professions Code §§
24 17200 *et seq.*;

25 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of
26 Civil Procedure § 1021.5;

27 44. For injunctive relief to ensure compliance with this section, pursuant to Business &
28 Professions Code §§ 17200, *et seq.*; and,

1 45. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Ninth Cause of Action

3 46. That the Court declare, adjudge and decree that Defendants violated the Labor Code
4 by failing to pay minimum wages, failing to provide meal periods, failing to authorize
5 and permit rest periods, failing to maintain accurate records of hours worked and meal
6 periods, failing to timely pay all wages to terminated employees, and failing to furnish

7 accurate wage statements;

8 47. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other
9 applicable Labor Code provisions;

10 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code
11 § 2699;

12 49. For such other and further relief as the Court may deem equitable and appropriate

13 As to all Causes of Action

14 50. For any additional relief that the Court deems just and proper.

15
16 Dated: March 26, 2024

MILLS SADAT DOWLAT LLP

17
18 By: 
19

20 Camron Dowlatshahi

21 Attorneys for Plaintiff
22 and the Putative Class
23
24
25
26
27
28

EXHIBIT A



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March 22, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL AND EMAIL TO OPPOSING PARTY**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

The Men's Wearhouse, LLC
6380 Rogerdale Road
Houston, TX 77072

Re: Notice of Claim Under Private Attorneys General Act ("PAGA")

To Whom It May Concern:

My firm represents Melissa Marshall ("Plaintiff") and all other aggrieved employees who intend to file an action against The Men's Wearhouse, LLC ("Defendant" or "Men's Wearhouse") in connection with Defendant's violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* ("PAGA"), that the Labor and Workforce Development Agency ("LWDA") investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 226, subdivision (a), 226.7, 512, and 558.

Facts and Theories in Support of Violations

Defendant provides retail services and is registered to do business in the State of California. Defendant employed Plaintiff from on or about 1985. Plaintiff worked as a tailor.

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

//



Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 ("Section 226"), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates "any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty." (Lab. Code § 558, subd. (a).)

An employer's initial violation is subject to a "fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." *Ibid.* Thereafter, each subsequent violation is subject to a penalty of "one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." *Ibid.*

Here, Defendant's personnel were often required to work more than 8 hours per day to complete work within the timeframes dictated by Defendant. Defendant, however, did not provide all overtime and pay for off-the-clock work. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff's employment, she was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods until the final months of Plaintiff's employment. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay her the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)



Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 226, subdivision (a), 226.7, and 558.

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Camron Dowlathshahi'.

Camron Dowlathshahi

cc: Yolanda.Diaz@tailoredbrands.com